

Item No. 126

TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Municipal Services

Department Submitting Request

Don Prince
Don PrinceDept Head's Signature *DP*

<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>
<input type="checkbox"/> Nov 10, 2009	Oct. 30 (5:00 p.m.)	<input checked="" type="checkbox"/> Jan 26, 2010	Jan 15 (5:00 p.m.)	<input type="checkbox"/> March 23, 2010	Mar 12 (5:00 p.m.)
<input type="checkbox"/> Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/> Feb 9, 2010	Jan 29 (5:00 p.m.)	<input type="checkbox"/> April 13, 2010	April 2 (5:00p.m.)
<input type="checkbox"/> Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/> Feb 23, 2010	Feb 12 (5:00 p.m.)	<input type="checkbox"/> April 27, 2010	April 16 (5:00p.m.)
<input type="checkbox"/> Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/> Mar 4, 2010	Feb 19 (5:00p.m.)	<input type="checkbox"/> May 11, 2010	April 30 (5:00p.m.)

NATURE OF AGENDA ITEM

- | | | |
|--|---|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input type="checkbox"/> New Business |
| <input type="checkbox"/> Report | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Manager's Report |
| <input checked="" type="checkbox"/> Consent Agenda | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Bids | <input type="checkbox"/> Old Business | <input type="checkbox"/> Other |

EXPLANATION: Commission approval of a one (1) year contract extension for Air Conditioning Maintenance Services with Advanced Roofing, Inc.

STAFF RECOMMENDATION:

BOARD/COMMITTEE RECOMMENDATION:

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

- | | |
|---|--|
| <input type="checkbox"/> Amount \$ _____ | <input type="checkbox"/> Acct # _____ |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # _____ |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |

Town Attorney review required

☒ Yes ☐ NoTown Manager's Initials: *GP*

**Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308-3610**

Memorandum

Date: 01/11/2010

To: Esther Colon, Town Manager

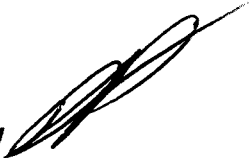
CC: John Olinzock, Assistant Town Manager

From: Don Prince, Director Municipal Services

Subject: Contract Extension

**I recommend we grant a one (1) year extension to
Advanced Roofing, Inc. as specified in the Air Conditioning
Maintenance Service Agreement.**

DP/tw





CAC046188

A Division of Advanced Roofing, Inc.

ESTABLISHED 1983

December 18, 2009

Mr. Don Prince
Lauderdale By The Sea
4501 Ocean Drive
Lauderdale By The Sea, FL 33308

Re: Air Conditioning Service Maintenance Agreement

Dear Mr. Prince,

In reviewing the above Term Contract, I have noticed the expiration date is April 16, 2010. We are respectfully requesting the second additional twelve-month renewal period. I look forward to your response.

Should you need to contact me for any reason please feel free to contact me directly at 954-522-6868 ext 1137.

Sincerely,

Scott Mollan
Manager

**FIRST AMENDMENT TO
AIR CONDITIONING MAINTENANCE SERVICES AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE BY-THE-SEA AND ADVANCED ROOFING, INC.**

This First Amendment to the Air Conditioning Maintenance Services Agreement between The Town of Lauderdale By-The-Sea and Advanced Roofing, Inc.(this "First Amendment") is made and entered into as of April 16, 2010, by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation of the State of Florida (the "Town") and Advanced Roofing, Inc., a Florida corporation (the "Contractor").

WITNESSETH

WHEREAS, as of April 16, 2009, the Town entered into an Air Conditioning Maintenance and Services Agreement (collectively, as amended from time to time "the Agreement") with the Contractor to provide air conditioning maintenance services; and

WHEREAS, the parties agree to extend the term of the Agreement for a single year extension in accord with Section 8 of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 1. Amendment to Agreement. The parties hereby agree to amend and restate the Agreement by adding the following Section 11¹:

* * * * *

Section 11. Extension Of Agreement.

This Contract is hereby extended for a period of one year from April 16, 2010 through April 15, 2011.

¹ Words in ~~strike-through~~ type are deletions from the existing agreement; words in underlined type are additions.

* * * * *

Section 2. **No Further Modifications.** All other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

TOWN:

By: _____
Esther Colon, Town Manager

Date: _____

Approved as to form and legal sufficiency for the
use and benefit of Lauderdale By-The-Sea:

By: _____
Susan L. Trevarthen, Town Attorney

Date: _____

Attest:

By: _____
June White, Town Clerk

Date: _____

ADVANCED ROOFING, INC.

By: _____
_____(Printed Name)
_____(Title)

Date: _____

Town Clerk Transmittal Slip

Date: April 21, 2009

To: Esther Colon, Kaola King, Don Prince, John Olinzock, Susan L. Trevarthen

From: June White, Town Clerk

Re: Air Conditioning Maintenance Services Agreement 2009

Attached:

One fully executed agreement.

AIR CONDITIONING MAINTENANCE SERVICES AGREEMENT

This is an annual Air Conditioning Maintenance and Services Agreement, made and entered into this 16th day of April, 2009, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and Advanced Roofing, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by Work Order issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the following conditions and documents (the "Agreement Documents"), attached hereto and made a part hereof, as if fully set forth within:

Invitation to Bid and Response; General Conditions; Electric and Maintenance Services Requirements and Agreement; Agreement Forms.
3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured by Town by Work Order issued to Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of contractors other than Contractor for any services within the scope of this Contract, if Town determines a need for such additional services.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.
5. Town shall make its best efforts to make payment to Contractor within fourteen (14) days from the date of receipt of a correct and approved written invoice for payment, but in no event later than thirty (30) calendar days from the receipt and approval of same.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of such materials furnished and during the term of this Contract.

7. Contractor agrees to indemnify and hold the Town, its agents and employees harmless from and against any loss, damage, or injury, including costs and expenses of defending against such claims, caused by, or on behalf of, or through the fault of the Contractor, its agents or employees.
8. This Contract is for a term of one (1) year from the date of execution by the parties. One (1) single year extension may be considered under the same terms and conditions, and at the prices bid, if mutually agreed to by the Town Commissioners and Contractor, two (2) months prior to the contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the right to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.

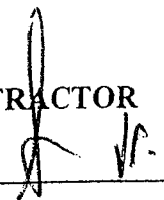
IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA


Esther Colon, Town Manager

Date: 4/16/2008

CONTRACTOR



By: _____

Date: March, 16, 2009

Daniel Stokes, CSI, CDT, V.P.
Print Name

Title: _____

TOWN OF LAUDERDALE-BY-THE-SEA INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the Town of Lauderdale-By-The-Sea, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically Provided herein, this agreement does not require Contractor to indemnify the Town of Lauderdale-By-The-Sea, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or Proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or Proceeding is brought against the Town of Lauderdale-By-The-Sea by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or Proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea.

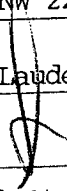
The indemnification Provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy Proceeding, or to Provide for such defense, at the Town of Lauderdale-By-The-Sea's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town of Lauderdale-By-The-Sea whether performed by Contractor, or persons employed or utilized by contractor.

The Contractor's obligation under this Provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance Protection.

CONTRACTOR: Advanced Roofing, Inc. SEAL:

1950 NW 22nd Street

Fort Lauderdale, FL 33311

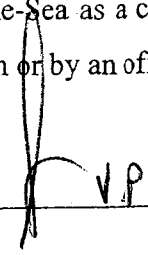
 VP.
Daniel Stokes, CSI, CDT, Vice President

DATE: March 13, 2009

ANTI-KICKBACK AFFIDAVIT

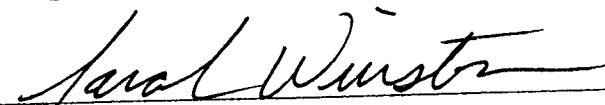
STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

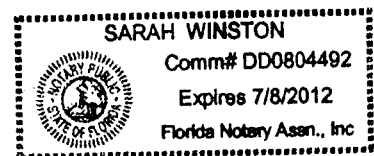
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Lauderdale-By-The-Sea as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  VP

Sworn and subscribed before me this

13 day of March, 2009


NOTARY PUBLIC, State of Florida



My Commission Expires: 7/8/2012

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract No. 09-02-03
for Air Conditioning Maintenance Services Agreement
2. This sworn statement is submitted by Advanced Roofing, Inc.
(name of entity submitting sworn statement)
whose business address is 1950 NW 22nd Street, Ft. Lauderdale, FL 33311
and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2360591 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)
3. My name is Daniel Stokes and my relationship
to Advanced Roofing, Vice President (please Print name of individual signing) the entity named above is
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A Predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

March 11, 2009

(date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Daniel Stokes

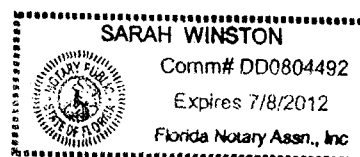
who, after first being sworn by me, affixed his/her signature Daniel Stokes in the space
(name of individual signing)

provided above on this day of March, 200 9.

My commission expires:

7/8/12

NOTARY PUBLIC



INSURANCE REQUIREMENTS

A CERTIFICATE OF INSURANCE WILL BE SUBMITTED TO THE TOWN OF
LAUDERDALE-BY-THE-SEA THAT COMPLIES WITH THE INSURANCE LAWS OF THE
STATE OF FLORIDA.

LICENSE/ PERMIT REQUIRED

1. If certified Contractor in the State of Florida:

- a. State License
- b. Liability Insurance naming Town of Lauderdale-By-The-Sea as Certified Holder
- c. Worker's compensation Insurance naming Town of Lauderdale-By-The-Sea as Certified Holder, or exemption as permitted by Florida Department of Labor and Employment Security
- d. Copy of Occupational License from Town in which business is based
- e. Statement of how long work will continue in Lauderdale-By-The-Sea from point of permit approval to final inspection
- f. Fee of up to \$250.00

2. If certified Contractor in the State of Florida:

- a. State Registration if applicable
- b. Proof that Block & Associates Exam was passed with a score of 70% or greater.
- c. Liability and Worker's Compensation Insurance as listed in #1 above.
- d. Copy of Occupational License from Town in which business is based
- e. Copy of Competency Card from Town in which business is based
- f. Town of Lauderdale-By-The-Sea Contractor Examining Board Approval
- g. Fee of up to \$340.00 (including both competency card and license fee)